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Note the Court's changes

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BOBA TIME, INC, a California
Corporation,
Plaintiff,

vs.

HYUEN WOO PAG, an Individual,
Defendant.

CASE No. 2:24-cv-05114-ODW (BFMx)

**STIPULATED JUDGMENT AND
PERMANENT INJUNCTION**

Plaintiff Boba Time, Inc. (“Boba Time”) commenced this action by filing the Complaint against Defendant Hyuen Woo Pag (“Pag”). All parties have appeared and now agree to settlement of the action by stipulation and without further adjudication of any issue of fact or law. (Stip., ECF No. 32.)

THEREFORE, on the joint stipulation of Boba Time and Pag, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

FINDINGS OF FACT

1. This action was commenced on June 17, 2024, by the filing of Boba Time’s Complaint. [ECF #1.]

1 2. In the Complaint, Boba Time seeks damages and injunctive relief for
2 Trademark Infringement (under 15 U.S.C. §1114), Trademark Infringement (under
3 15 U.S.C. §1125), common law trademark infringement, Trade Dress Infringement
4 (under 15 U.S.C. §1125), breach of contract - franchise agreement, breach of contract
5 - termination agreement and California's Unfair Competition Law (Cal. Bus. & Prof.
6 Code §§ 17200 *et seq.*). [ECF #1.]

7 3. This Court has jurisdiction over the subject matter of this case pursuant
8 to 28 U.S.C. §§ 1331 and 1338, and has general personal jurisdiction over the
9 Defendant, who resides in or has continuous and systematic contacts with the State of
10 California.

11 4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b).

12 5. Boba Time is a national franchisor of snack and dessert shops offering
13 specialty beverages, including smoothies, slushes, coffees, juices, and milk teas under
14 the It's Boba Time® name and marks. Additionally, Boba Time is the owner of the
15 following marks, among others, registered on the Principal Register of the United
16 States Patent and Trademark Office ("USPTO"): 4273426, 4229643, 6952539, and
17 6952540 (the "Marks").

18 6. As a result of its widespread, continuous, and exclusive use of the Marks
19 to identify its restaurant services and Boba Time as their source, Boba Time owns
20 valid and subsisting federal statutory and common law rights to the Marks.

21 7. The Marks are distinctive to both the consuming public and within Boba
22 Time's area of business.

23 8. As a result of Boba Time's expenditure of money and effort, the Marks
24 have come to signify the high quality of services designated by the Marks, and have
25 acquired incalculable distinction, reputation, and goodwill belonging exclusively to
26 Boba Time.

1 9. Accordingly, Boba Time has a clear and vital economic interest in
2 preserving and protecting the It's Boba Time® name, brand, marks, goodwill, and
3 reputation.

4 10. Pag is a former franchisee of Boba Time with his store located at 1744
5 South Nogales Street, Unit C, Rowland Heights, California 91748.

6 11. Under the parties' franchise agreement, Boba Time remained the sole
7 owner of the Marks and Pag was an authorized user of the Marks in connection with
8 his operation of a Boba Time franchise.

9 12. During the course of the parties' relationship, Pag materially breached
10 the terms of the franchise agreement. On or about September 30, 2022, Boba Time
11 and Pag entered into a mutual termination of the franchise agreement.

12 13. Pag was given until October 30, 2022 to comply with the post-
13 termination provisions of the franchise agreement, which included, among other
14 things, de-branding of his store, returning to Boba Time all of its materials, and
15 removing all online use and reference to Boba Time or the Marks in connection with
16 Pag's location. Pag failed to do so and continued to use the Boba Time name and
17 Marks in the operation of his business.

18 14. Pag's forgoing conduct constitutes trademark infringement under
19 Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), unfair competition and false
20 designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), ,
21 and violations of substantial and related state law claims for breach of contract, unfair
22 competition, common law trademark infringement. The Court hereby enters judgment
23 against Pag on these claims.

24 15. As a direct and proximate result of Pag's infringing and other unlawful
25 conduct, Boba Time has sustained substantial, immediate, and irreparable injury, and
26 is entitled to damages and a permanent injunction pursuant to 15 U.S.C. §§ 1116-
27 1117.

16. The parties now stipulate to the following Judgment and Permanent Injunction.

ORDER

I. PERMANENT INJUNCTION

IT IS ORDERED, ADJUDGED AND DECREED that Pag and his officers, directors, principals, agents, servants, managers, employees, attorneys, successors, assigns, affiliated entities, and all other persons in active concert or participation with him are hereby permanently enjoined from:

1. Using or displaying the Marks, the It's Boba Time® name, trademarks, services marks, trade dress, or other intellectual property (collectively, the "Boba Time Marks") for any purpose;
2. Using or displaying, in any manner, names, marks or logos that are confusingly similar to the Boba Time Marks;
3. Representing to the public, in any way, that Pag's business is, or ever was, an authorized Boba Time franchise;
4. Using, in any manner and for any purpose, directly or indirectly, the trade secrets and other proprietary information provided to Pag as a franchisee of the It's Boba Time® system, including:
 - a. Recipes;
 - b. Boba Time operations and training manuals and supplements thereto;
 - c. Brochures, posters, and other advertising materials; and
 - d. All items bearing or containing the Boba Time Marks, logotypes, designs and other confusingly similar identifying symbols and names.

II. SPECIFIC PERFORMANCE

Pag and his officers, directors, principals, agents, servants, managers, employees, attorneys, successors, assigns, affiliated entities, and all other persons in active concert or participation with him, shall immediately comply with the post-

1 termination provisions of the franchise agreement between Pag and Boba Time. This
2 includes:

- 3 1. Canceling all fictitious or assumed names or equivalent registrations
4 relating to Pag's former Boba Time business;
- 5 2. Immediately returning to Boba Time all manuals and other materials,
6 including copies thereof, provided to Pag by Boba Time as part of their
7 franchise relationship.
- 8 3. Removing any use of the Boba Time Marks from all online web
9 pages, advertising, marketing, and social media that Pag controls or
10 directly or indirectly.

11 **III. MONETARY DAMAGES**

12 Pag shall pay to Boba Time the total amount of TEN THOUSAND DOLLARS
13 (\$10,000).

14 **IV. LEGAL FEES AND COSTS**

15 Each party shall bear its own legal fees and costs incurred in connection with
16 this action.

17 **V. RETENTION OF JURISDICTION**

18 This Court shall retain jurisdiction of this matter for modification of this
19 Order, or for the enforcement of compliance therewith.

20 **VI. FINAL JUDGMENT**

21 1. The parties have represented to the Court that, with the assistance of their
22 counsel or having knowingly elected not to retain counsel, they have read the
23 provisions of this Stipulated Judgment and Permanent Injunction and are prepared to
24 abide by them.

25 2. This Stipulated Judgment and Permanent Injunction is a final judgment
26 and order in this matter with respect to all claims by and between the parties.
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